

After Recording Return to:

Georgia Environmental Protection Division
Land Protection Branch
2 Martin Luther King, Jr. Drive, SE
Suite 1054 East
Atlanta, Georgia 30334-9000


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Recorded: 03/13/2018 at 11:42:29 AM
Fee Amt: \$18.00 Page 1 of 5
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court
BK **1298** PG **307-311**

Environmental Covenant

This instrument is an Environmental Covenant executed for the property identified below (hereinafter "the Property") as part of an environmental response project to address regulated substances released into the environment that have migrated onto the Property in the groundwater. This Environmental Covenant restricts the use of groundwater on the Property to prevent humans from coming into contact with regulated substances.

Fee Owner of Property/Grantor:

Savannah Airport Commission (hereinafter
"Grantor")
400 Airways Avenue
Savannah, GA 31408

Grantee/Holder:

Gulfstream Aerospace Corporation (hereinafter
"Grantee/Holder")
500 Gulfstream Road
Savannah, GA 31407

**Grantee/Entity with
express power to enforce:**

State of Georgia
Department of Natural Resources
Environmental Protection Division (hereinafter "EPD") 2
Martin Luther King Jr. Drive, SE
Suite 1456 East Tower Atlanta,
GA 30334

Property Information:

The property subject to this Environmental Covenant is located at 400 Airways Avenue in Savannah, Chatham County, Georgia (hereinafter "Property"). This tract of land was conveyed on October 7, 2008 by Acorn Leasing Company to Savannah Airport Commission as recorded in Deed Book 08, Page 2383B, Chatham County Records. The Property is located in the District of Chatham County, Georgia. A complete legal description of the Property is attached as Exhibit A.

Tax Parcel Number(s) 2-0984 -01-001 of Chatham County, Georgia

Name and Location of Administrative Record:

The administrative record for the environmental response project is identified as file Gulfstream Aerospace Corporation – Corrective Action Plan (January 2016). This record is available for review at the following location:

Georgia Environmental Protection Division
Response and Remediation Program
2 MLK Jr. Drive, SE, Suite 1054 East Tower Atlanta,
GA 30334
M-F 8:00 AM to 4:30 PM excluding state holidays

Declaration of Covenant:

This Declaration of Covenant is made pursuant to the Georgia Uniform Environmental Covenants Act, O.C.G.A. § 44-16-1 *et seq.* by Grantor, Grantee/Holder, EPD, and their respective successors and assigns.

Grantor makes the following declaration as to restrictions to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, pursuant to O.C.G.A. § 44-16-5(a); is perpetual, unless modified or terminated pursuant to the terms of this Covenant pursuant to O.C.G.A. § 44-16-9; and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property. Should a transfer or sale of the Property occur before such time as this Environmental Covenant has been amended or revoked then said Environmental Covenant shall be binding on the transferee(s) or purchaser(s).

Grantor hereby binds Grantor, its successors and assigns to the following activity and use limitation for the Property identified herein and grants such other rights under this Environmental Covenant in favor of the Grantee/Holder and EPD.

Activity and/or Use Limitation

Groundwater Use Limitation. The use or extraction of groundwater beneath the portion of the Property included in Exhibit A, for drinking water or other potable uses shall be prohibited. The use or extraction of groundwater for any other purpose besides site characterization is prohibited unless conducted under a plan approved in writing by EPD.

General Provisions

Notice of Limitation in Future Conveyances. Each instrument hereafter conveying an interest in the Property subject to this Environmental Covenant shall contain a notice of the activity and use limitation set forth in this Environmental Covenant and shall provide the recorded location of the Environmental Covenant.

Access. Grantor shall provide reasonable access to Grantee/Holder or its assigns to verify compliance for annual reporting to EPD.

Effective Date. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded in accordance with OCGA § 44-16-8(a).

Benefit. This Environmental Covenant shall inure to the benefit of Grantee/Holder, EPD, and their respective successors and assigns and shall be enforceable by the Director or his agents or assigns, Grantee/Holder or its successors and assigns, and other party(ies) as provided for in O.C.G.A. § 44-16-11 in a court of competent jurisdiction.

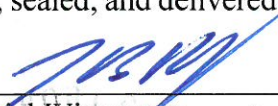
Termination or Modification. This Environmental Covenant shall remain in full force and effect in accordance with O.C.G.A. § 44-16-5, unless and until the Director determines that the Property is no longer subject to the corrective action program requirements included in the Corrective Action Plan, whereupon the Environmental Covenant may be amended or revoked in accordance with O.C.G.A. § 44-16-1 *et seq.*

Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

Warranty. Grantor hereby represents and warrants to the other signatories hereto that the Grantor has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided, and to carry out all obligations hereunder and in accordance with O.C.G.A. § 44-16-1 *et seq.*

Grantor has caused this Environmental Covenant to be executed pursuant to The Georgia Uniform Environmental Covenants Act, on the 1st day of November, 2017.

Signed, sealed, and delivered in the presence of:



Unofficial Witness (Signature)

Gregory B. Kelly

Unofficial Witness Name (Print)

400 Airways Avenue

Savannah, Georgia 31408

Unofficial Witness Address (Print)



Notary Public (Signature)

My Commission Expires:



For Grantor:

Savannah Airport Commission

Name of Grantor (Print)



Authorized Representative (Signature)

(Seal)

Stephen S. Green

Authorized Representative Name (Print)

Chairman

Title of Authorized Representative (Print)

Dated: January 25, 2018

(NOTARY SEAL)

Signed, sealed, and delivered in the presence of:

For Grantee/Holder:

Shannon Martin
Unofficial Witness (Signature)

Shannon Martin
Unofficial Witness Name (Print)

500 Gulfstream Rd
Savannah GA 31408
Unofficial Witness Address (Print)

Connie S. Miller
Notary Public (Signature)

My Commission Expires: _____



Gulfstream Aerospace Corp.
Name of Grantee/Holder (Print)

John J. Neely, III (Seal)
Authorized Representative (Signature)

John J. Neely, III
Authorized Representative Name (Print)

VP, Law & Public Affairs
Title of Authorized Representative (Print)

Dated: 1-18-2018

(NOTARY SEAL)

Signed, sealed, and delivered in the presence of:

**For the State of Georgia
Environmental Protection Division:**

Tamara C. Fischer
Unofficial Witness (Signature)

Tamara C. Fischer
Unofficial Witness Name (Print)

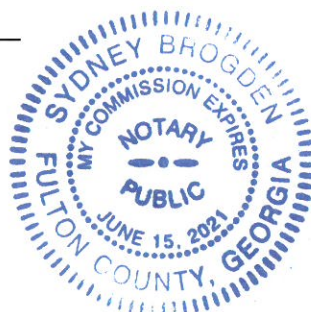
2 MLK Jr Dr Ste 1456

Atlanta GA 30334
Unofficial Witness Address (Print)

Sydney Brogden
Notary Public (Signature)

My Commission Expires: _____

June 15, 2021



Richard E. Dunn (Seal)
(Signature)

Richard E. Dunn
Director

Dated: 2/28/18

(NOTARY SEAL)

Exhibit A
Legal Description

DESCRIPTION OF A PORTION OF THE NOW OR FORMERLY SAVANNAH AIRPORT COMMISSION PROPERTY (PIN 2-0984-01-001) INCLUDING A PORTION OF THE PUBLIC RIGHT OF WAY OF GULFSTREAM ROAD SITUATE AND BEING IN THE 8TH GEORGIA MILITIA DISTRICT, CITY OF SAVANNAH, COUNTY OF CHATHAM, STATE OF GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 2"X2" CONCRETE MONUMENT FOUND IN THE WESTERN LINE OF THE NOW OR FORMERLY SAVANNAH AND ATLANTA RAILROAD RIGHT OF WAY, SAID POINT ALSO BEING THE SOUTHEASTERN CORNER OF THE NOW OR FORMERLY SAVANNAH AIRPORT COMMISSION PROPERTY (PIN 2-0984-01-003) AND A NORTHEASTERN CORNER OF THE NOW OR FORMERLY SAVANNAH AIRPORT COMMISSION PROPERTY (PIN: 2-0984-01-001); THENCE ALONG SAID RAILROAD RIGHT OF WAY SOUTH 24 DEGREES 45 MINUTES 03 SECONDS EAST A DISTANCE OF 706.36 FEET TO THE INTERSECTION OF SAID RAILROAD RIGHT OF WAY AND THE NORTHERN LINE OF GULFSTREAM ROAD RIGHT OF WAY; THENCE ALONG SAID GULFSTREAM ROAD RIGHT OF WAY THE FOLLOWING FOUR CALLS: SOUTH 65 DEGREES 15 MINUTES 01 SECONDS WEST A DISTANCE OF 69.56 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1,660.00 FEET AN ARC DISTANCE OF 471.77 FEET (CHORD: SOUTH 73 DEGREES 23 MINUTES 31 SECONDS WEST, 470.18 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 81 DEGREES 32 MINUTES 01 SECONDS WEST A DISTANCE OF 1,306.20 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 815.00 FEET AN ARC DISTANCE OF 111.19 FEET (CHORD: SOUTH 85 DEGREES 26 MINUTES 32 SECONDS WEST, 111.11 FEET) TO A POINT; THENCE LEAVING AND CROSSING SAID GULFSTREAM ROAD RIGHT OF WAY AND CONTINUING ALONG THE WESTERN LINE OF THE NOW OR FORMERLY GULFSTREAM AEROSPACE CORP PROPERTY (PINS 1-0984-01-001 AND 1-0984-01-001L) SOUTH 07 DEGREES 34 MINUTES 59 SECONDS WEST A DISTANCE OF 1,012.42 FEET TO A POINT; THENCE SOUTH 00 DEGREES 57 MINUTES 01 SECONDS EAST A DISTANCE OF 906.48 FEET TO A POINT 200.00 FEET NORTH OF THE CENTERLINE OF A TAXIWAY; THENCE CROSSING THE SAID SAVANNAH AIRPORT COMMISSION PROPERTY (PIN 2-0984-01-001) AND RUNNING PARALLEL TO THE CENTERLINE OF SAID TAXIWAY SOUTH 89 DEGREES 46 MINUTES 21 SECONDS WEST A DISTANCE OF 1,355.13 FEET TO A 5/8" IRON REBAR WITH CAP SET; THENCE NORTH 00 DEGREES 12 MINUTES 32 SECONDS EAST PASSING A CHAINLINK FENCE CORNER AT 2,152.58 FEET, PASSING THE CENTERLINE OF SAID GULFSTREAM ROAD RIGHT OF WAY AT 2,184.83 FEET, PASSING A CHAINLINK FENCE CORNER AT 3,365.02 FEET, PASSING A 5/8" IRON REBAR WITH CAP SET AT THE EDGE OF A SWAMPY AREA AT 3,937.21 FEET AND CONTINUING ACROSS SAID SWAMPY AREA FOR A TOTAL DISTANCE OF 4,387.12 FEET TO A POINT IN THE NORTHERN LINE OF SAID SAVANNAH AIRPORT COMMISSION PROPERTY (PIN 2-0984-01-001); THENCE ALONG THE NORTHERN LINE OF SAID SAVANNAH AIRPORT COMMISSION PROPERTY (PIN 2-0984-01-001) AND ACROSS SAID SWAMPY AREA SOUTH 89 DEGREES 54 MINUTES 03 SECONDS EAST A DISTANCE OF 2,046.62 FEET TO A POINT AT THE NORTHWEST CORNER OF THE SAID SAVANNAH AIRPORT COMMISSION PROPERTY (PIN 2-0984-01-003), SAID POINT BEING LOCATED NORTH 89 DEGREES 54 MINUTES 03 SECONDS WEST FROM A 2"X2" CONCRETE MONUMENT FOUND AT THE NORTHEASTERN CORNER OF SAID SAVANNAH AIRPORT COMMISSION PROPERTY (PIN 2-0984-01-003); THENCE ALONG THE WESTERN LINE OF SAID SAVANNAH AIRPORT COMMISSION PROPERTY (PIN 2-0984-01-003) SOUTH 24 DEGREES 44 MINUTES 13 SECONDS EAST A DISTANCE OF 1459.61 FEET TO THE SOUTHWESTERN CORNER OF SAID SAVANNAH AIRPORT COMMISSION PROPERTY (PIN 2-0984-01-003); THENCE ALONG THE SOUTHERN LINE OF SAID SAVANNAH AIRPORT COMMISSION PROPERTY (PIN 2-0984-01-003) SOUTH 72 DEGREES 02 MINUTES 37 SECONDS EAST A DISTANCE OF 442.57 FEET TO THE POINT OF BEGINNING, AND CONTAINING 9,180,558 SQUARE FEET OR 210.757 ACRES OF LAND, MORE OR LESS.